

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

2 Valuation of Security

0 Assumption of Executory Contract or
Unexpired Lease

2 Lien Avoidance

Last revised: August 1, 2020

UNITED STATES BANKRUPTCY COURT

District of New Jersey

In Re: Carmelo Scalia
Stella Ann Scalia

Case No.:

17-25081

Judge:

Honorable Vincent F. Papalia

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original☒ Modified/Notice Required

Date:

August 5, 2020

☒ Motions Included☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY
SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney /s/ RIL

Initial Debtor: /s/ CS

Initial Co-Debtor /s/ SS

Part 1: Payment and Length of Plan

a. The debtor has paid to date \$88,010.00 and shall continue to pay \$2,510.00 monthly to the Chapter 13 Trustee, for the remaining 23 months of the 60 month Plan.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future Earnings
☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property
Description:
Proposed date for completion:

☐ Refinance of real property:
Description:
Proposed date for completion:

☐ Loan modification with respect to mortgage encumbering property:
Description:
Proposed date for completion:

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:
The monthly payment is based on paying off the Fair Market Value of the debtor's commercial property at 165 Mallory Avenue, Jersey City of \$220,00 to Provident Savings Bank in equal monthly payments over 60 months at 4.5% interest. The monthly payment takes into account that debtor's business will pay Provident \$2,000 monthly pursuant to an assignment of rent that will be credited to the cram-down amount. This payoff will also result in the discharge any and all interests held by Provident including, but not limited to the cross-collateralized mortgage lien of debtors' residence at 77 Humphrey Avenue, Bayonne, NJ, security interest in fixtures & personalty at 165 Mallory Ave as well as avoidance of the judicial lien from Provident's judgment.

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$ ___ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ___ (creditor).

b. Adequate protection payments will be made in the amount of \$ ___ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: ___ (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
The Law Office of Ronald I. LeVine	Pending fee application	3,148.40

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount: Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an

unsecured claim.

NOTE: A modification under this section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid
The Provident Bank	165 Mallory Ave. Jersey City, NJ 07306 First Mortgage Bk 11127 pg 108	\$302,354.75	\$220,000	\$0	\$220,000	4.5%	\$246,087.60 of which \$134,087.60 will be thru the Chapter 13 Trustee payment.
The Provident Bank	165 Mallory Ave. Jersey City, NJ 07306 Subsequent Mortgages and security interest in fixtures & personalty Bk 13819 pg 310 Bk 17702 pg 915 UCC filings with Hudson County & NJ State	\$110,000	\$220,000	\$302,354	\$0	0 0	
The Provident Bank	165 Mallory Ave. Jersey City, NJ & 77 Humphrey Ave Bayonne, NJ Judgment lien	\$296,687	\$220,000	\$412,354	\$0	0 0	

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☐ NONE

The following secured claims are unaffected by the Plan:

Creditor

Ocwen Loan Servicing on 1st Mortgage on Debtor's home at 77 Humphrey Avenue, Bayonne, NJ is current and will be paid outside the Plan. Toyota Motor Car lease is current and will be paid outside the plan.

g. Secured Claims to be Paid in Full Through the Plan ☒ **NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan
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Part 5: Unsecured Claims ☒ **NONE**

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$____ to be distributed *pro rata*
- ☐ Not less than ____ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☐ **NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Toyota Motor Credit	0.00	Lease on 2016 Toyota Sienna	Assumed	518.07

Part 7: Motions ☐ **NONE**

NOTE: All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. **Motion to Avoid Liens under 11 U.S.C. Section 522(f).** ☐ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
Provident Bank	77 Humphrey Av Bayonne, NJ	Judicial J-038845-17	296,687.55	\$400,000	19,000	\$454,487	296,867.55
Provident Bank	165 Mallory Ave Jersey City, NJ	Judicial J-038845-17	296,687.55	220,000	10,000	302,354.75	296,867.55

b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☐ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
The Provident Bank	77 Humphrey Ave Bayonne, NJ Bk17702 pg 906	110,000	400,000	0	110,000
The Provident Bank	165 Mallory Avenue Jersey City, NJ 07306 Bk 13819 pg 310 Bk 17702 pg 915 UCC filings with Hudson County & NJ State	110,000.00	220,000.00	0	110,000.00

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☐ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
The Provident Bank	165 Mallory Avenue Jersey City, NJ 07306	302,354.75	220,000.00	220,000.00	82,354.75

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) **Ch. 13 Standing Trustee Commissions**

- 2) Other Administrative Claims
- 3) Secured Claims
- 4) General Unsecured Claims

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☐ **NONE**

NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 12/06/2017.

Explain below why the plan is being modified:

To avoid judgment lien, subsequent mortgage liens and UCC filings of Provident Bank as to debtors' two properties in Jersey City and Bayonne, NJ. Also add priority administrative claim.

Explain below how the plan is being modified:

See 1(e), 3, 4, and 7

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: August 5, 2020

/s/ Carmelo Scalia

Carmelo Scalia
Debtor

Date: August 5, 2020

/s/ Stella Ann Scalia

Stella Ann Scalia
Joint Debtor

Date **August 5, 2020**



/s/ Ronald I. LeVine
Ronald I. LeVine
Attorney for the Debtor(s)

Certificate of Notice Page 9 of 10

United States Bankruptcy Court
District of New JerseyIn re:
Carmelo Scalia
Stella Ann Scalia
DebtorsCase No. 17-25081-VFP
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
Form ID: pdf901Page 1 of 2
Total Noticed: 31

Date Rcvd: Sep 09, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 11, 2020.

db/jdb +Carmelo Scalia, Stella Ann Scalia, 77 Humphrey Avenue, Bayonne, NJ 07002-2336
 cr American Express National Bank, Becket & Lee, LLP, PO Box 3001, Malvern, PA 19355-0701
 cr +THE PROVIDENT BANK, THE PROVIDENT BANK, PO BOX 1001, ISELIN, NJ 08830-1001
 cr +U.S. Bank National Association, Robertson, Anschutz & Schneid, P.L.,
 6409 Congress Avenue, Suite 100, Boca Raton, FL 33487, UNITED STATES 33487-2853
 516963784 +AT&T Mobility, Attn: Franklin Collection Services, 2978 W Jackson Street,
 Tupelo, MS 38801-6731
 517863658 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001,
 Malvern PA 19355-0701
 516963783 +Anthony V. Scalia, 77 Humphrey Ave, Bayonne, NJ 07002-2336
 517220613 CREDITONE, LLC, P.O. BOX 625, METAIRIE, LA 70004-0625
 516963786 +Chase Bank, Attn: Creditone, LLC, POB 605, Metairie, LA 70004-0605
 516963787 +Comenity Bank/ VictoriasSecret, Attn: Jefferson Capital Systems, LLC, 16 McLeland Road,
 Saint Cloud, MN 56303-2198
 516963788 +Dynamic Recovery Solutions, POB 25759, Greenville, SC 29616-0759
 516963789 +GE Money Bank, Attn: Portfolio Recovery Associates, LLC, POB 12914,
 Norfolk, VA 23541-0914
 516963790 GE Money Bank/ Lord & Taylor, Attn: Total Card, Inc., POB89725, Sioux Falls, SD 57109
 516963792 +Ocwen Loan Servicing, LLC, 1 Mortgage Way, Mailstop LCC, Mt. Laurel, NJ 08054-4637
 516963793 +State of New Jersey, Division of Taxation, POB 643, Trenton, NJ 08646-0643
 516963796 +TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
 (address filed with court: Toyota Motor Credit Corporation, 5005 N River Blvd,
 Cedar Rapids, IA 52411)
 516963794 +The Provident Bank, Attn: Bourne Noll & Kenyon, P.C., 382 Springfield Avenue,
 Summit, NJ 07901-2707
 517126652 +Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013,
 Addison, Texas 75001-9013
 517966537 Toyota Motor Credit Corporation, c/o Becket and Lee LLP, PO Box 3001,
 Malvern PA 19355-0701
 517216041 U.S. Bank National Association, Ocwen Loan Servicing, LLC, ATTN: Bankruptcy Department,
 PO BOX 24605, West Palm Beach, FL 33416-4605

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: usanj.njbankr@usdoj.gov Sep 10 2020 00:05:14 U.S. Attorney, 970 Broad St.,
Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Sep 10 2020 00:05:12 United States Trustee,
Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100,
Newark, NJ 07102-5235
 cr +E-mail/PDF: gecsedirecoverycorp.com Sep 10 2020 00:11:18
 Synchrony Bank c/o PRA Receivables Management, LLC, PO BOX 41021, Norfolk, VA 23541-1021
 517230595 +E-mail/Text: g20956@att.com Sep 10 2020 00:05:41 AT&T Mobility II LLC,
 c/o AT&T Services, Inc, Karen A. Cavagnaro, One AT&T Way, Room 3A104,
 Bedminster, NJ 07921-2693
 517231668 E-mail/PDF: MerrickBKNotifications@Resurgent.com Sep 10 2020 00:10:49
 Advanta Bank Corporation, Resurgent Capital Services, PO Box 10368,
 Greenville, SC 29603-0368
 516963785 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Sep 10 2020 00:11:25 Capital One Bank,
 15000 Capital One Drive, Richmond, VA 23238
 517167785 +E-mail/Text: bankruptcy@cavps.com Sep 10 2020 00:05:30 Cavalry SPV I, LLC,
 500 Summit Lake Drive, Ste 400, Valhalla, NY 10595-2321
 516963791 E-mail/Text: sbse.cio.bnc.mail@irs.gov Sep 10 2020 00:04:37 Internal Revenue Service,
 955 South Springfield Avenue, Springfield, NJ 07081
 517222180 E-mail/PDF: resurgentbknofifications@resurgent.com Sep 10 2020 00:11:36
 LVNV Funding, LLC its successors and assigns as, assignee of FIA Card Services, N.A.,
 Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 516965524 +E-mail/PDF: gecsedirecoverycorp.com Sep 10 2020 00:11:18 Synchrony Bank,
 c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
 516963795 +E-mail/Text: bknotices@totalcardinc.com Sep 10 2020 00:05:15 Total Card, Inc.,
 5109 S Broadband Lane, Sioux Falls, SD 57108-2208

TOTAL: 11

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr* +Toyota Motor Credit Corp., c/o Becket and Lee LLP, POB 3001, Malvern, PA 19355-0701
 516963797* +TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026
 (address filed with court: Toyota Motor Credit Corporation, 5005 N River Blvd,
 Cedar Rapids, IA 52411)

TOTALS: 0, * 2, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

District/off: 0312-2

User: admin
Form ID: pdf901

Page 2 of 2
Total Noticed: 31

Date Rcvd: Sep 09, 2020

***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 11, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 4, 2020 at the address(es) listed below:

Aleisha Candace Jennings on behalf of Creditor U.S. Bank National Association
ajennings@rasflaw.com
Denise E. Carlon on behalf of Creditor Toyota Lease Trust dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
James R. Ottobre on behalf of Creditor THE PROVIDENT BANK jottobre@bournenoll.com
Kevin Gordon McDonald on behalf of Creditor Toyota Lease Trust kmcdonald@kmlawgroup.com,
bkgroup@kmlawgroup.com
Kevin M. Buttery on behalf of Creditor U.S. Bank National Association kevinbuttery@gmail.com
Laura M. Egerman on behalf of Creditor U.S. Bank National Association bkyecf@rasflaw.com,
bkyecf@rasflaw.com; legerman@rasnj.com
Marie-Ann Greenberg magecf@magtrustee.com
Ronald I. LeVine on behalf of Debtor Carmelo Scalia ronlevinelawfirm@gmail.com,
irr72645@notify.bestcase.com
Ronald I. LeVine on behalf of Joint Debtor Stella Ann Scalia ronlevinelawfirm@gmail.com,
irr72645@notify.bestcase.com
Shauna M Deluca on behalf of Creditor U.S. Bank National Association sdeluca@rasflaw.com
Sindi Mncina on behalf of Creditor U.S. Bank National Association smncina@rascrane.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 12